

## **Exhibit 1203**

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs [REDACTED]

[REDACTED]

[REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs [REDACTED]

[REDACTED]

c) As additional and specific consideration for [REDACTED]

[REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

[REDACTED]

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## **Exhibit 1204**

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs [REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs [REDACTED]

c) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

(US [REDACTED] 01)

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below and as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any compensation thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;




You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]  
[REDACTED]  
[REDACTED] 04  
Date

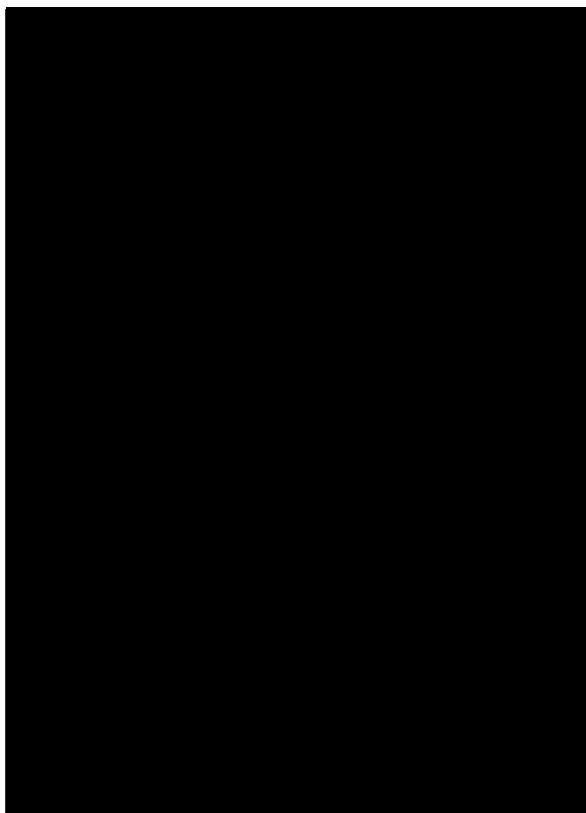
## **Exhibit 1205**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

Revised [REDACTED] 5

**1. Definitions**



**2. Confidential and Proprietary Information and Materials**

- a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

## **5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment.

(a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior

employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

## **6. Inventions and Intellectual Property**

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be

issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have

signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### **8. Miscellaneous**

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.

b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]  
Signature

[REDACTED]  
Print Name

[REDACTED], 2016  
Date

Revised [REDACTED] 15.

## **Exhibit 1206**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**

[REDACTED]

[REDACTED]

[REDACTED]

**2. Confidential and Proprietary Information and Materials**

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

**3. Goodwill**

a) [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

#### **6. Inventions and Intellectual Property**

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### 8. Miscellaneous

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received hereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

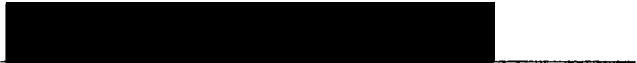
you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

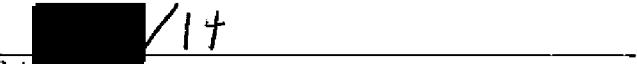
Signature



Print Name



Date

  
/17

## **Exhibit 1207**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**

[REDACTED]

[REDACTED]

[REDACTED]

**2. Confidential and Proprietary Information and Materials**

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

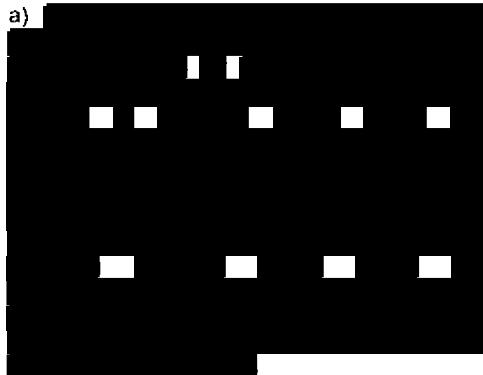
c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

Revised [REDACTED] 10

**3. Goodwill**

a)



This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

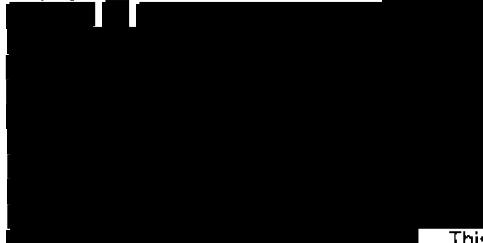
d)



b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]



[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]



**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

#### **6. Inventions and Intellectual Property**

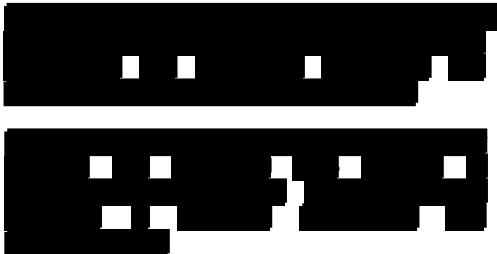
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### 8. Miscellaneous

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]  
[REDACTED]  
Print Name

[REDACTED] Date  
14

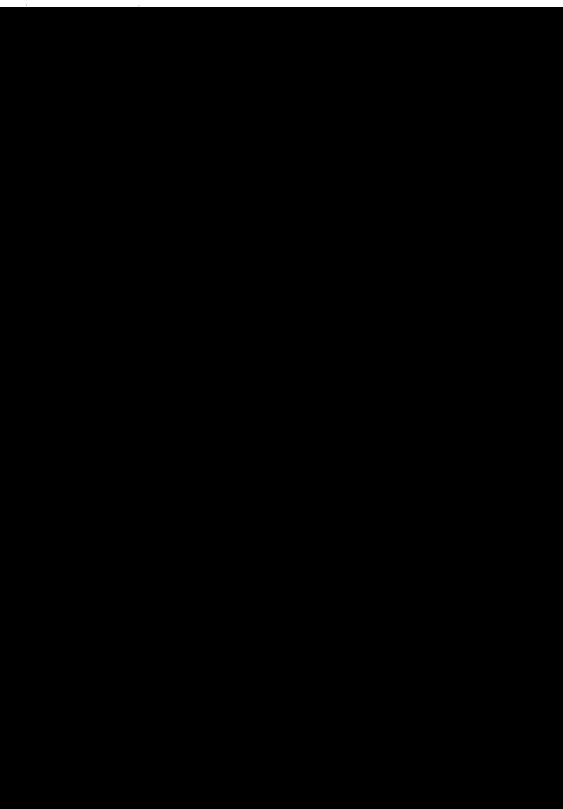
Revised [REDACTED] 10

## **Exhibit 1208**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**



**2. Confidential and Proprietary Information and Materials**

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

**3. Goodwill**

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

#### **6. Inventions and Intellectual Property**

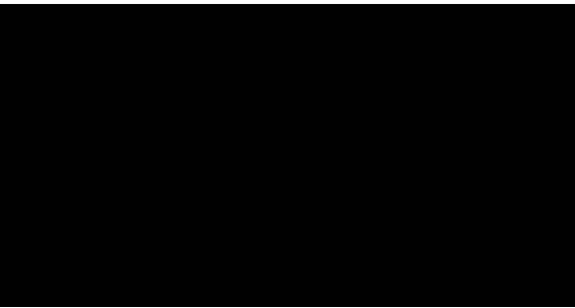
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### 8. Miscellaneous

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Na

Date

17

Revised [REDACTED] 10

## **Exhibit 1209**

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs [REDACTED]

[REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs [REDACTED]

c) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

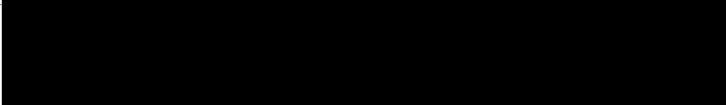
8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11.Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12.You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13.This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

14.This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]  
[REDACTED]  
[REDACTED] 65  
D [REDACTED]

## **Exhibit 1210**

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs [REDACTED]

[REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs [REDACTED]

c) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

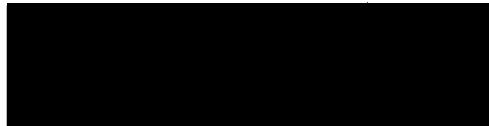
11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature  


Print Name  


Date  
 /09

## **Exhibit 1211**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to, use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs [REDACTED]



While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3:

b) During your employment with Goldman Sachs [REDACTED]

c) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment; (a) with any reporter, author, producer or similar person or entity; or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

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#### Exceptions:

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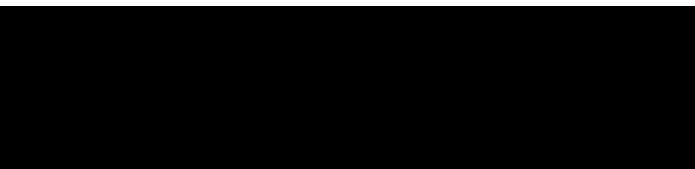
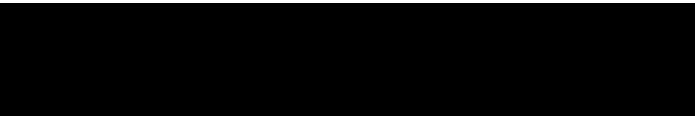
8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have, whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.



Date: [Redacted] 07

## **Exhibit 1212**

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs [REDACTED]

[REDACTED]

[REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs [REDACTED]

[REDACTED]

c) As additional and specific consideration for [REDACTED]

[REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

[REDACTED]

[REDACTED]

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Date

06

## **Exhibit 1213**

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

**— 1.** Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

**2.** You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

**3. a) During your employment with Goldman Sachs** [REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

**b) During your employment with Goldman Sachs** [REDACTED]

**c) As additional and specific consideration for** [REDACTED]

**4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.**

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11.Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12.You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13.This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

14.This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

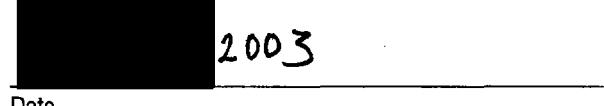
16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.



Signature



Print Name



2003

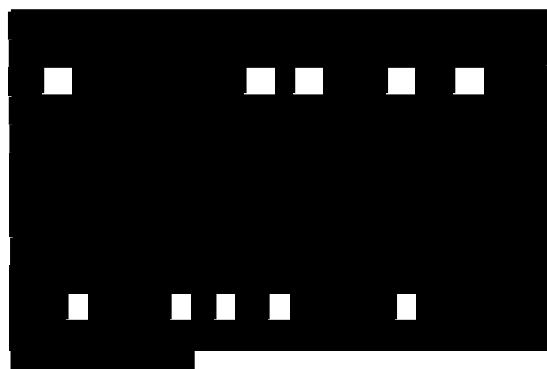
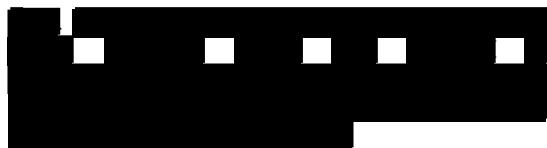
Date

## **Exhibit 1214**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**



**2. Confidential and Proprietary Information and Materials**

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

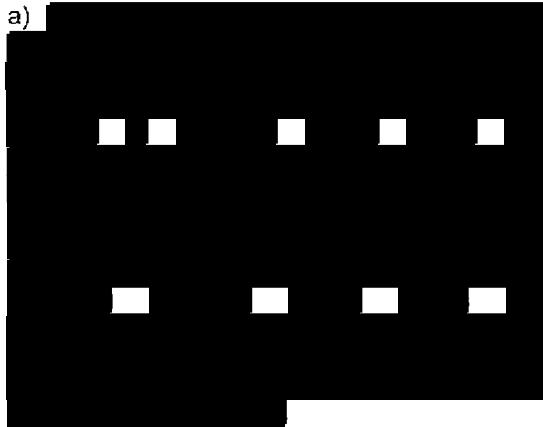
b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

**3. Goodwill**

a)



[REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

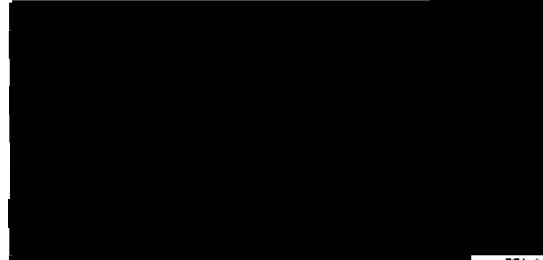
d)



b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]



[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]



**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

#### **6. Inventions and Intellectual Property**

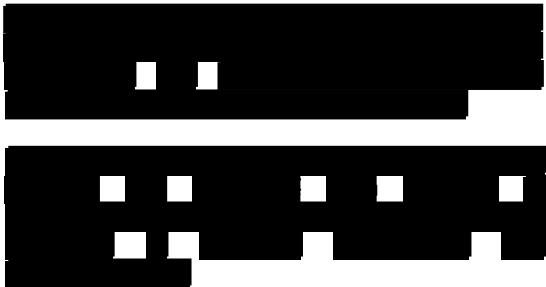
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### **8. Miscellaneous**

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature [REDACTED]

Print Name [REDACTED]

Date [REDACTED] 2015

## **Exhibit 1215**

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions:

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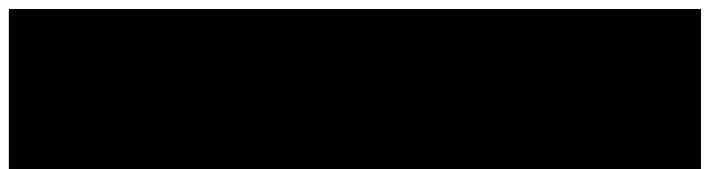
8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;




You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

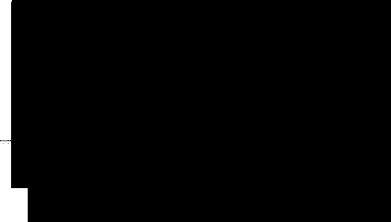
12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

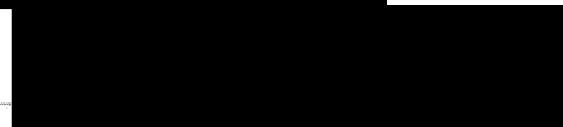
14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

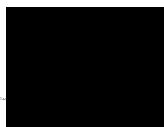
Signature



Print Name



Date



2010

## **Exhibit 1216**

**EMPLOYEE AGREEMENT REGARDING  
PROPRIETARY INFORMATION AND MATERIALS,  
NON-SOLICITATION AND NON-COMPETITION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.
2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

- b) During your employment with Goldman Sachs

- c) During your employment with Goldman Sachs

<sup>1</sup> A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

ditional and specific consideration for your agreement to refrain from solicitation as described in subparagraphs (a) and (b) herein, and competition as described in subparagraph (c) herein, Goldman Sachs agrees to continue to pay you at a rate of 1/12 of your annual base salary per month during the period of 90 days from termination of your employment with Goldman Sachs provided, however, that Goldman Sachs may, at its sole option, elect to terminate such payments at any time (and thereby terminate any further obligations of yours pursuant to subparagraphs (a), (b) and (c) herein).

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: (if none, so state.) \_\_\_\_\_

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available. Any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed, except you agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

I acknowledge that you have read and reviewed this Agreement in its entirety, and that you have been given an opportunity to ask Goldman Sachs questions about it. You acknowledge that you understand the terms of this Agreement and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

12. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]  
[REDACTED]  
[REDACTED] 2007

## **Exhibit 1217**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**

[REDACTED]

[REDACTED]

[REDACTED]

**2. Confidential and Proprietary Information and Materials**

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

**3. Goodwill**

a) [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

#### **6. Inventions and Intellectual Property**

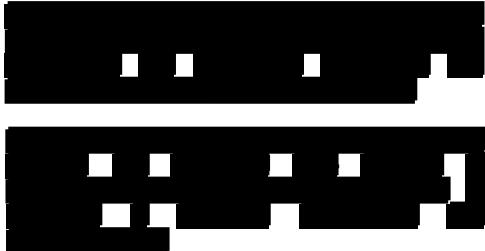
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### 8. Miscellaneous

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED] \_\_\_\_\_  
Print Name \_\_\_\_\_

[REDACTED] 14 \_\_\_\_\_  
Date

Revised [REDACTED] 10

5

## **Exhibit 1218**

[REDACTED] 2006

To: [REDACTED]  
[REDACTED]

From: [REDACTED]  
[REDACTED]

## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

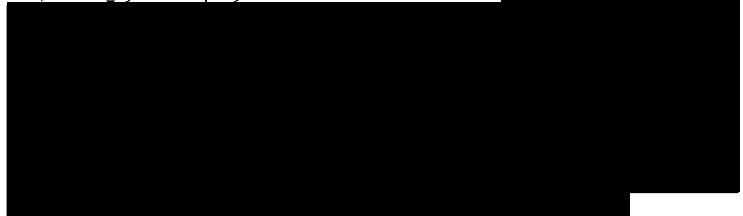
2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

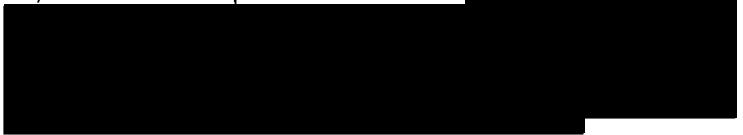


While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs



c) As additional and specific consideration for



4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

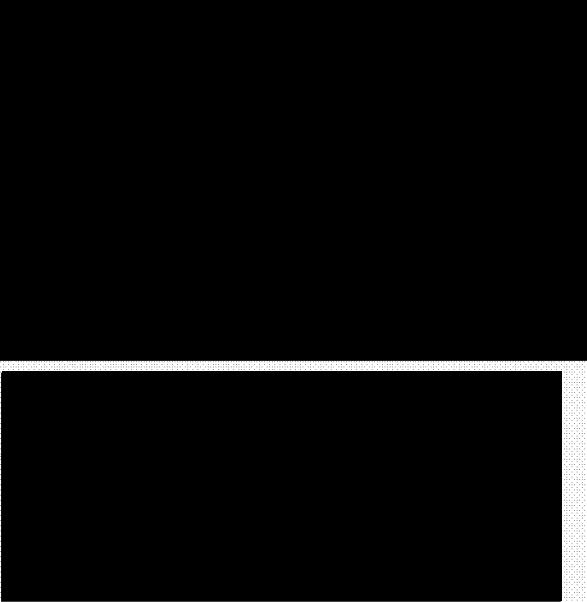
[REDACTED] \_\_\_\_\_  
[REDACTED] \_\_\_\_\_  
\_\_\_\_\_  
Date [REDACTED] 06  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Exhibit 1219**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**

**2. Confidential and Proprietary Information and Materials**

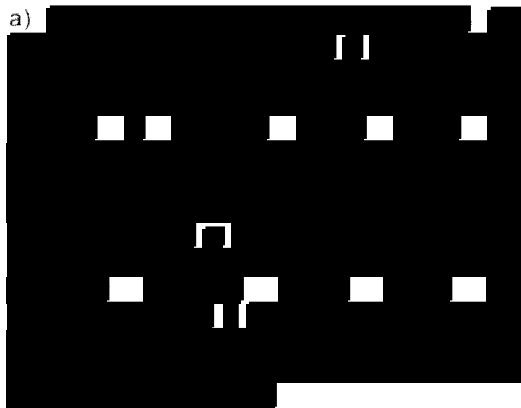
a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

- b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.
- c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.
- d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

**3. Goodwill**

a)

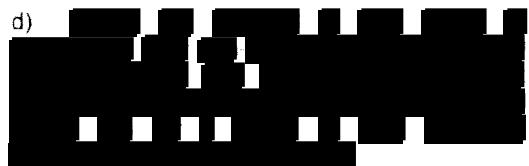


[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

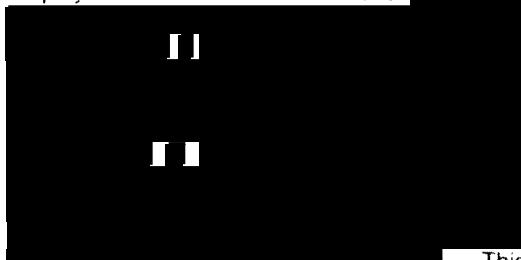
[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d)



**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]



This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]



**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

#### **6. Inventions and Intellectual Property**

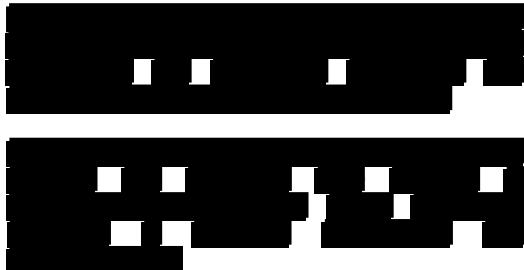
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2.3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### **8. Miscellaneous**

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Print Name

Date

Revised [REDACTED] 10

## **Exhibit 1220**

Goldman, Sachs & Co., [ 180 Maiden Lane | New York, New York 10038

Goldman  
Sachs

Revised

[REDACTED] 2006

Dear [REDACTED]

We are very pleased to offer you the position of Vice President in the Investment Management Division of Goldman, Sachs & Co. This letter will confirm certain terms and conditions of our offer of employment. Please note that this offer letter supersedes all other correspondence.

Your minimum compensation for fiscal year 2006 (ending November 24, 2006) will be calculated at the rate of [REDACTED] per annum, less applicable deductions. [REDACTED]

Consistent with other similarly compensated Goldman Sachs employees, all or part of any bonus that you may receive in 2006 or future years may be satisfied with cash and/or a non-cash award (which award may vest in the future), at the firm's sole option. In the event of a non-cash award, Goldman Sachs will determine value, vesting conditions, and the like, and its decision in this regard will be final.

For fiscal year 2006 and any subsequent year, you will not be eligible for any bonus should you leave the firm for any reason or cease [REDACTED] 2006. [REDACTED]



Page 2

[REDACTED] and your satisfactory completion of pre- and post-employment background, reference, credit, criminal, education and other checks, and upon your satisfactory completion of a drug screening procedure.

Your employment is subject to your acceptance of [REDACTED]

In your role as an Investment Professional within GS Private Wealth Management, you will be required to obtain your Series 7 and Series 63 licensing within 6 months of your hire date. Failure to satisfy this requirement in a timely manner may result in the termination of your employment. If you have obtained these licenses at your previous employer, you must produce a copy of your Uniform Termination Notice for Securities Industry Registration (Form U-5) at your orientation session. This will allow us to transfer the licenses to Goldman, Sachs & Co. You may not conduct business on behalf of the firm (i.e., you may not sell or solicit securities orders) until you are registered with the Series 7 and 63.

Your employment will also be subject to various Goldman Sachs policies and guidelines, including those contained on HR WorkWays™, in the applicable Employee Handbook (in those offices where such a handbook has been issued). Additionally, our offer is made on the understanding that you are not subject to any obligation which would in any way restrict the performance of your duties with us. There are also a number of employment prerequisites which are described in the Employment Requirements Attachment.

Employment with the firm is contingent on your eligibility to work in the United States. Although we cannot guarantee any particular result, the firm will assist you in obtaining appropriate work authorization in the U.S. if such assistance is required. If you are a foreign national and you currently do not possess authorization to work for Goldman Sachs in the United States, or if you are a foreign national who is a recent graduate of a U.S. college or university and will commence employment under Optional Practical Training (OPT), please contact Ernst & Young at (800) 978-2375 or (214) 989-0750, immediately upon accepting this offer of employment. Note that you must have the appropriate work authorization in order to commence employment and you must provide documentation establishing your authority to work within the time period specified by law. Please indicate in the space provided below whether or not you will need to obtain work authorization or if you will commence employment in OPT.

Your signature on this letter and its return to us will indicate your acceptance of our offer, and the non-solicitation agreement, your receipt of the Employment Requirements Attachment, the Award Terms and Conditions Attachment, and the SIP Prospectus Attachment, and your understanding of the terms and conditions on which our offer is based. This agreement replaces and supersedes all other agreements, written or oral, with respect to its subject matter. A copy of this letter is enclosed for your files.

We look forward to having you join the firm. If you have any questions, please feel free to contact me.

[REDACTED]  
I will need to obtain work authorization: Yes \_\_\_\_\_ No \_\_\_\_\_  
I will commence employment in OPT: Yes \_\_\_\_\_ No \_\_\_\_\_

CC: [REDACTED]

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## **EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, if the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs [REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs [REDACTED]

c) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.



5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

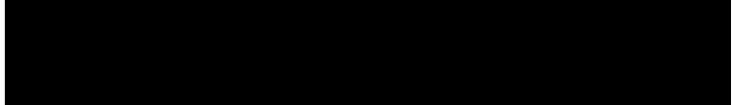
8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.





11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into this Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

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## **Exhibit 1221**

## EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

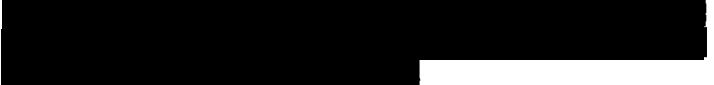
8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11.Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12.You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13.This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

14.This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]  
[REDACTED]  
[REDACTED] 01

## **Exhibit 1222**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**

[REDACTED]

[REDACTED]

[REDACTED]

**2. Confidential and Proprietary Information and Materials**

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

**3. Goodwill**

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

#### **6. Inventions and Intellectual Property**

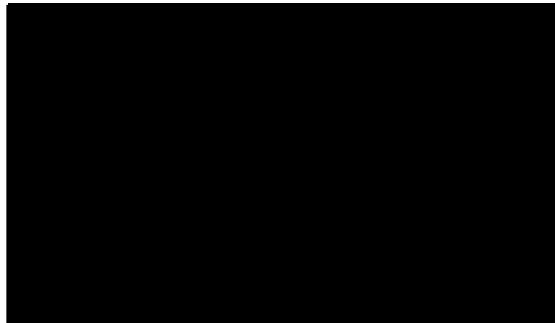
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

#### **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

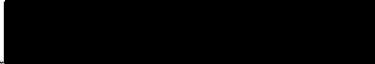
#### **8. Miscellaneous**

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature



Print Name



Date



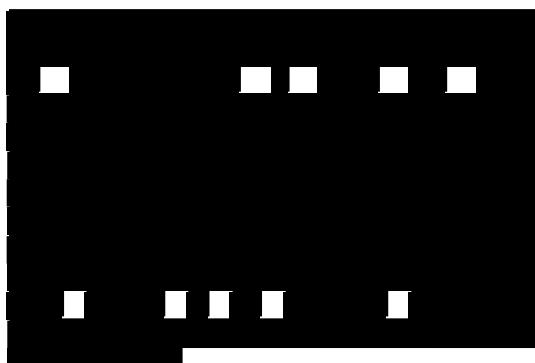
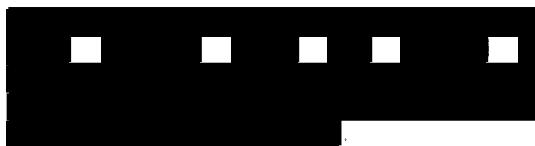
2015

## **Exhibit 1223**

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND  
PROPRIETARY INFORMATION AND MATERIALS  
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

**1. Definitions**



**2. Confidential and Proprietary Information and Materials**

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

**3. Goodwill**

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

**4. Non-Solicitation**

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

**5. Disclosure**

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

## **6. Inventions and Intellectual Property**

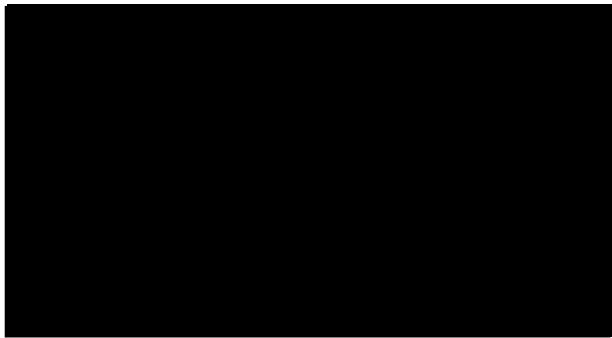
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

## **7. Disputes/Remedies**

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

#### **8. Miscellaneous**

- a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.
- b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.
- c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.
- d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

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Date